

Principal-cum- Chairman (EC),
RKS, H.P. Govt. Dental College
And Hospital, Shimla-171001.



H. P. GOVERNMENT DENTAL COLLEGE AND HOSPITAL, SHIMLA-171001

Phone: 0177-2658838, 2652562 Fax: 0177-2651483

Website: <https://hptenders.gov.in> and <https://www.hpgdcshimla.org.in>

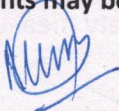
E-mail: hpgdcshimla@gmail.com and rkshpgdcshimla@gmail.com

E-TENDER DOCUMENT

E-TENDER FOR PROVIDING CANTEEN SERVICES AT H.P. GOVERNMENT DENTAL COLLEGE AND HOSPITAL, SHIMLA-171001 (H.P)

Tender Ref. No.	HFW(GDC)G(1)-7/2001-
Date & Time of on-line publication:	14-11-2024
Period for Downloading of e-tender document:	14-11-2024 to 03-12-2024
Pre-bid meeting	25-11-2024 at 2:30PM
Start date of uploading of tender document	26-11-2024
Last date and time for uploading e-tender alongwith cost of tender document, Earnest Money Deposit etc.	03-12-2024 upto 11:00AM
Date & Time and Venue for opening of Technical Bid:	03-12-2024 at 2:30 PM Venue: In the Chamber of Principal, H. P. Govt. Dental College & Hospital, Shimla
Cost of the tender document (Non-Refundable):	₹1,000/- (Rupees One Thousand only) Demand Draft in favour of Principal-cum-Chairman (EC), RKS, H. P. Govt. Dental College & Hospital, Shimla (Non Refundable). (No cheque will be acceptable)
Earnest Money Deposit (EMD):	₹50,000/- (Rupees Fifty Thousand Only) in the shape of Fixed Deposit Receipt (FDR) issued by scheduled Bank duly pledged in favour of Principal-cum-Chairman(EC), RKS, H. P. Govt. Dental College & Hospital, Shimla. The FDR should be valid for a period of one year. The FDR must be issued from the bank account of the bidder.
i) Tenderer shall ensure that Proof of deposit of Cost of tender document, Earnest Money Deposit and hard copy of technical bid are dropped in the tender box placed in the office of Principal-cum-chairman(EC), RKS, H. P. Govt. Dental College & Hospital, Shimla (HIMACHAL PRADESH) on or before the last date and time indicated above for opening of technical bid. ii) If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.	

Tender documents may be downloaded from website of H.P. e-tenders: <https://www.hptenders.gov.in>


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1. INSTRUCTIONS TO BIDDERS:-

- 1.1 Bids are invited, for and on behalf of the Principal-cum-Chairman(EC), RKS, H. P. Govt. Dental College & Hospital, Shimla-171001 from established and experienced entities for running the canteen at the Attic floor of Block-A as per the terms and conditions appended herein. The interested bidders may inspect the place of Canteen before submitting their e-Tender between 10:00AM to 5:00PM any working days.
- 1.2 **Bidders are requested to study the tender document and terms & conditions carefully.** Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 **It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on the performance.** No request for the change of price, or time, schedule of delivery of stores shall be entertained after the award of work on account of any local condition or factor.
- 1.4 The bidders will not form a part of the cartel and put in supporting quotations for some other company. This will debar the company for participating in other tenders floated or to be floated in by the purchaser. The authorities can compare the prices of other Bidders L2, L3 etc. also with the prices quoted in other tenders for same task and in case of discrepancy suitable action will be initiated.
- 1.5 **No Gratification Clause:** The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in running canteen/catering services. This will also debar the company for participating in other tenders floated or to be floated in by the H. P. Govt. Dental College & Hospital, Shimla and suitable action will be initiated against such defaulters.
- 1.6 **Non Blacklisting Certificate:** All the bidders will give an undertaking that they have not been blacklisted by any State / Central Government Departments/other organizations.
- 1.7 The bidders shall also be required to submit the copies of PAN and GST and Income Tax returns if any. All the correspondences shall be addressed to the Principal-cum-Chairman, RKS, H. P. Govt. Dental College & Hospital, Shimla-1
- 1.8 The Bid Documents are not transferable and the cost of the documents is not refundable under any circumstances.

2. SCOPE OF WORK

THE CONTRACTOR IS EXPECTED/REQUIRED TO PROVIDE THE FOLLOWING SERVICES:-

- 2.1 Cooking and serving meals, tea and coffee on demand (Snacks and Lunch).
- 2.2 Providing utensils and food items etc.
- 2.3 Deployment and supervision of required man power for the above mentioned tasks, workers at the cost of own risk and peril of the contractor.
- 2.4 For cooking only commercial gas cylinder should be used, no use of coal or other source would be allowed.
- 2.5 The approved contractor has to maintain the quality of the eatables and food samples shall be sent to the **"District Health Officer", Shimla** for investigation/ checking the quality of food being served in the canteen at random.
- 2.6 The approved contractor shall have to undertake the work of the maintenance of the canteen himself/herself once the premise is handed over and it shall include distempering, painting, cleanliness etc. Besides this approved contractor shall have to install safety measures etc. to fight any mishappening.

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- 2.7 It shall be obligatory on the part of the approved contractor to prepare/ serve all the items mentioned in the tender to the satisfaction of the canteen committee.
- 2.8 The list of the approved rates of various items should be displayed at the main counter of the canteen.
- 2.9 Opening and closing time of the canteen shall be for 08:00AM to 09:00 PM in winter and 07:00AM to 10:00 PM in summer.
- 2.10 **Approved bidder shall have to provide the following equipments to the canteen:-**
 - a) Food warmer having adequate capacity.
 - b) Table linen.
 - c) Modern Kitchen with at least 04(four) big burners.
 - d) All steel shelves for keeping various items of snacks, bakery products, all types of fruit juices etc.
 - e) At least 02(two) water purifiers shall be installed 01(one) in the staff cabin room/ 01(one) in the main canteen. **The furniture should be good quality and presentable i.e. wooden/steel.**
 - f) All canteen related utensils.
 - g) The contractor shall have to keep a refrigerator of at least 265(Two hundred sixty five) litres capacity.
- 2.11 In case, at any point of time the Dental College Canteen Committee finds that the food stuff being provided in the kitchen is not of good quality the undersigned reserves the right to cancel the contract.
- 2.12 The approved contractor shall have to provide room service to Hospital complex during duty hours for serving tea/refreshment etc. against payment from the employees of the Dental College, Shimla.
- 2.13 **The approved contractor shall have to give preference to the Faculty/ Staff/ Students of the Dental College Shimla.**
- 2.14 **The approved contractor should not be allowed outsider/students in the inner room /cabin. It should be earmarked exclusively for faculty members and regular Staff members of Dental/Medical College, Shimla**
- 2.15 The approved contractor should not be allowed to sell Tobacco/ alcohol in the canteen.
- 2.17 The use of any kind of tobacco product and alcohol is strictly prohibited in the canteen premises.
- 2.18 The approved contractor will have to furnish an agreement containing terms & conditions as specified by the undersigned.
- 2.19 The bidder shall have to be register with the excise and taxation/Municipal Corporation office and he/she shall have to produce the registration letter of above mentioned authorities before starting the business within 05(five) days from the start of business after award of tender.

3. **INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT:-**

Bidder shall ensure that the Cost of tender document, Earnest Money Deposit along with technical bid are dropped in the office of the Principal-cum-Chairman(EC), RKS, H. P. Govt. Dental College & Hospital, Shimla-1 on or before the last date and time indicated above. If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose. The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in> and cost of tender document (non-refundable) as mentioned in the tender for shall have to be deposited in the shape of demand draft favoring of Principal, H. P. Govt. Dental College & Hospital, Shimla-1 before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The

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name of the bidder, complete postal address and Mobile No. must be mentioned on the back of DD/FDR.

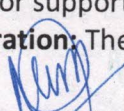
4. INSTRUCTIONS FOR E- BIDDING:-

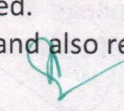
1. Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
2. Price bid of only those Bidders shall be opened who are found eligible at the pre-qualification stage.
3. Bids submitted must be unconditional and no communication will be made till the finalization. Late and delayed tenders will not be accepted.
4. The Tender Inviting Authority (**Principal-cum-Chairman(EC), RKS, H. P. Govt. Dental College & Hospital, Shimla-1**) reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
5. The Bidder should register on website <https://hptenders.gov.in> and obtain User-ID and Password before tendering. In case of any problem; you may contact office of, on Phone No. (0177-2658838, 2808384)
6. Entire tender process will be carried out online through above mentioned website. Bidders are advised to procure E-Token/Digital Signing Certificate from suitable vendors or from any authorized agency.
7. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.
8. Bidders are advised to check/see website <https://hptenders.gov.in> regularly to check for any amendment/corrigendum in the tender document. All subsequent notifications/ amendments /notice shall be published only on the aforesaid website only.
9. The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Bidders who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, whatsoever.
10. **Three-tender document shall be uploaded in two parts:**
 - a. **Pre-qualification/Eligibility Bid:** The Bidders shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. The entire document must be scanned and uploaded in pdf. Format with 100dpi with black and white option. The scanned documents should be clear and legible.
 - b. **Financial Bid/Price Bid/BOQ:** It shall contain financial bid/BOQ uploaded in.xls format which will be available for Bidder on website <https://hptenders.gov.in> online. The financial bid/BOQ will be opened only of those Bidders who qualify Pre-qualification/Eligibility Bid criteria/technical evaluation. **Financial Bid /BOQ will not be accepted in physical form.** Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation.

5. ELIGIBILITY OF BIDDER (ESSENTIAL CONDITIONS):

The following shall be the minimum eligibility criteria for selection of bidders technically:-

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Proprietorship firm/Partnership Firm Registered under Indian Partnership Act, 1932. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax and also registered under


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the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation and Goods & Services Tax.

- c. **Clearance:** The Bidder should also have clearance from GST Department, FSSAI Department.
- d. **Incorporation:** The Bidder Firm/Company should be in existence for more than three 03 years as on the date of floating of this tender.
- e. **Experience:** The bidder should have the adequate experience of at least three (03) years in running the canteen/Mess or giving catering services in **Govt. Departments** such as hospitals/ Institutions /Colleges / Universities /Restaurants.
- f. **Turnover:** The average annual Turnover of concerned/similar work (i.e. running of Canteen / mess/catering service) of the last 03 (three) Financial Years i.e.2021-22, 2022-23 & 2023-24 should be more than or equal to **₹5,00,000/- (Rupees Five Lakh only)**.

6. DOCUMENTS SUPPORTING THE MINIMUM ELIGIBILITY CRITERIA:

Following Documents are required to be uploaded online for Pre-Qualification bid:

1. Tender Form (with Annexure) duly filled in, where applicable and with Signatures of the bidder or his/her authorized signatory on each page of the Tender Document in acceptance of the terms and conditions contained in the Tender Document.
2. Scanned copy of passport size photograph, showing name of the tenderer/authorized signatory on the Form **Annexure-1** to be uploaded.
3. Scanned copy of PAN (Permanent Account Number) of the tenderer/firm issued by the Income Tax Department to be uploaded. In case of a partnership firm, the PAN should be in the name of the firm or individual applying for tender only.
4. Copy of Goods and Service Tax registration certificate to be uploaded.
5. Copies of Annual Turnover Certificate of concerned work duly issued by Chartered Accountant showing Annual Turnover for the preceding three (03) years which should not be less than **₹5,00,000/- (Rupees Five Lakh only)**. Please don't attach any balance sheet or other documents.
6. Scanned copy of valid License/ registration under the Prevention of Food Adulteration Act, 1954/valid license/registration under FSSAI Act,2006 in the name of the tenderer/firm to be uploaded. May also enclose copy of latest clearance status report from competent authority under FSSAI.
7. **Proof of having minimum three (03) years experience in running the canteen / mess / catering services in Govt. Departments such as Hospitals/ Institutions/ Colleges/ Universities/ Restaurants (Certificate issued by competent authority, indicating period should be uploaded).**
8. Scanned copy of the valid Authorization letter given by the directors/owner of the firm/agency in favour of the authorized signatory to be uploaded or scanned copy of Power of attorney in case of a partnership firm to be uploaded. (Not required in case of individuals).
9. Copy of ESI & EPF registration are to be uploaded (or) Undertaking that bidder is not employing 10 or more employees. May also enclose latest EPF inspection report from EPFO.
10. Scanned copy of Earnest Money Deposit in the form of FDR from any of the Nationalized or Commercial Bank pledged in favour of the Tender Inviting Authority, i.e., Principal-cum-Chairman (EC), RKS, H. P. Govt. Dental College & Hospital, Shimla-1.
11. An undertaking as per **Annexure-2** to be submitted/ uploaded duly signed by the tenderer (Bidder) on a judicial stamp paper of **₹20/- (Rupees ^{Twenty} ten only)** which should be duly attested by the Notary Public of the area.
12. An undertaking duly attested by the Notary public of the area on a judicial stamp paper of **₹20/- (Rupees Twenty only)** given by the tenderer stating that:
- i. I or my firm has not been convicted in any case related to running of canteen or in any other

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case/tender by any departments.

- ii. That no tax liability is pending against the tenderer or the firm to the Income Tax Department or any other Department of the State Government or Government of India.
- iii. That I, or my firm has not been blacklisted or banned by the Government of HP, any state Govt. or Govt. of India from running of canteen or from participation in the tender so for running of canteen anywhere.

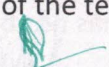
7. ESSENTIAL DOCUMENTS REQUIRED FOR PRICE BID:-

It shall contain financial bid / BOQ uploaded in .xls format which will be available for Bidders on website <https://hptenders.gov.in>. Contract will be awarded to the Highest (H-1) bidder after necessary negotiations. Highest bid, if found less than the Reasonable Rent for the premises of canteen, the tender may cancelled and fresh tender may be floated. Bidders should quote the lump-sum rate per month which the firm/bidder offers to pay to the Principal-cum-Chairman (EC), RKS, H.P. Govt. Dental College & Hospital, Shimla as monthly rent charges including the equipments and furniture installed in the canteen as per details given above. GST as applicable shall also be charged on the quoted lump-sum rate.

8. GENERAL CONDITIONS:

1. **The tenderer should assess the volume of business by himself.** No minimum business guarantee will be furnished to the Contractor during the contract period.
2. **The Pre-qualification/eligibility (Technical Bid)bid will be opened on 13-11-2024at 2:30PM** by a Tender Opening-cum-Evaluation Committee constituted for this purpose in the presence of tenderers or their authorized representatives who wish to be present. Financial Bid will be opened of technically qualified firms only.
3. The decision of the Principal-cum-Chairman (EC), RKS, H. P. Govt. Dental College & Hospital, Shimla-1, in this regard, shall be final and no requests etc. will be entertained from the bidders.
4. In case date fixed above is declared as Government holiday, the tender will be opened on the next working day at the same time and venue.
5. Tenders not conforming to the essential requirements, as per all the terms & conditions of the tender form and as per the **Check List (Annexure-5)** of the Tender Form will be rejected and no correspondence thereof shall be entertained whatsoever.
6. Price bid of only those tenderers shall be opened who are found qualified at the pre-Qualification stage after scrutiny of the Pre-Qualification bids/technical bids. Time& Date for opening of Price Bid shall be fixed and intimated to the tenderers qualifying in Pre-Qualification bid.
7. The tenderers are advised to visit the College premises/space to assess the scope of business before submitting their tender application.
8. Bids submitted must be unconditional and no communication will be made till the finalization.
9. **Late and delayed tenders** will not be accepted and the office of the undersigned shall not be responsible for any delay caused for the receipt or submission of tenders by post.
10. The tender of the person/ firm(s) who have been black-listed by the State Govt. or Govt. of India shall not be entertained or accepted in any manner and may be rejected at any stage before or after opening of the bids and the contract, if any awarded may also be cancelled at any time without any notice to the contractor.
11. Bidder submitting a tender would be presumed to have considered and accepted all the terms and conditions of the tender form and Annexure annexed there to. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.


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12. Any Act on the part of the tenderer to influence anybody in the Department shall be liable for rejection of Tender without assigning any reasons for the same.
13. Tender Inviting Authority (**Principal-cum-Chairman (EC), RKS, H.P. Govt. Dental College & Hospital, Shimla**) reserve the right to accept or reject any or all the tenders without assigning any reason thereof.
14. If during the preliminary examination, the purchaser find any minor infirmity and/or irregularity and/or non-conformity in a tender, the Dental College Authorities may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
15. The Tender Inviting Authority on the recommendation of the tender opening-cum-Evaluation Committee reserves the right to accept the price bid of the accepted Highest (H-1) bidder as such or to call such bidder/tenderer for further negotiation in the price bid/offer.
17. No parking shall be allowed to the Contractor as well as staff of canteen in the Dental College staff parking.
18. ***The approved contractor should not allow outsider/students in the inner room /cabin. It should be earmarked exclusively for faculty members and Staff members of Dental College, Shimla.***

9. **AWARD OF CONTRACT**

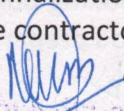
The approval of tender shall be made on the basis of the comparison of (i) Highest rent of canteen and (ii) Minimum rates of the food items quoted by the bidder. Award of contract will be issued to the Highest (H-1) Bidder. If due to any reason H-1 bidder fails to deposit due performance security or execute the contract agreement within 15 (fifteen) days after depositing the performance security then that bidder will be rejected & its EMD will be forfeited and H-2 bidder may be called for the negotiation and if H-2 bidder agrees to work on the rates quoted by rejected H-1 bidder then contract may be awarded to H-2 Bidder at the H-1 rates.

10. **PERIOD OF CONTRACT**

1. The period of contract for running of Dental College canteen shall be initially for a period of two (02) year after award of the contract. The period thereafter, may be renewed/ extended to another 01 (one) year subject to satisfactory performance basis/regular deposit of rent, on the same terms and conditions on mutual consent basis. In case if, contract is extend beyond Two (02) years rent shall be enhanced by 10% (Ten percent) on year to year basis.
2. If the service provider wants to discontinue the service during the contract period at the cost of performance security. He/she will have to give at least 03(three) months notice in advance and he/she will not discontinue the services abruptly till the finalization of fresh tender or any alternate arrangement is made by the department and performance security shall be forfeited.

11. **REFUND OR FORFEITURE OF EARNEST MONEY DEPOSIT:**

Earnest Money Deposit of the unsuccessful bidders will be refunded within 03(three) month from the date of finalization of tenders. Earnest Money Deposit of the successful bidder shall be forfeited if the contractor does not fulfill any of the following conditions:-


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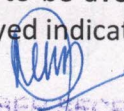
1. If an agreement is not signed in the prescribed form within 15(Fifteen) days of the receipt of the Letter of Award of Contract;
2. If the Contractor does not commence services within 07(seven) days from the date of signing the agreement for commencement of services.
3. If any loss is caused to the institutional property. Any such recovery can also be made from the contractor as decided by the Tender Inviting Authority & no correspondence in this regard will be entertained.
4. If the contractor fails to obtain necessary certifications / registrations to carry out activity in the said premises within one month from the receipt of letter of award of contract.

12. TERMS AND CONDITIONS FOR RUNNING OF HOSPITAL CANTEEN IN H.P. GOVT. DENTAL COLLEGE & HOSPITAL, SHIMLA-1.

1. The contractor shall ensure and confirm that only new, original and genuine kitchen utensils/appliances/equipments shall be used by him for providing this service.
2. All kitchen utensils/equipments should be fabricated out of first quality food-grade non-magnetic stainless steel material. All the joinery should be done by argonarc welding, duly ground and polished.
3. The contractor shall provide all the required utensils for cooking, serving, carrying, storage and distribution of the food as per quality approved by competent authority of Health facility. He/she shall provide the staff/visitors with good quality utensils for taking the meals. He/she shall promptly replace utensils damaged/defaced due to wear and tear, to the satisfaction of the competent authority of Dental College.
4. All burners of cooking ranges shall be Indian Oil Corporation's (or) PSU Oil Marketing Companies approved burners. All other LPG parts shall be of branded company with ISI marks(if applicable).
5. All compressors for refrigerators (CFC Free) and water-purified etc. shall be hermetically sealed compressors of branded company (if applicable).
6. All working tops shall be sound dampened by suitable method.
7. All equipments shall be complete in all respects and ready to use to the entire satisfaction of the in-charge of health facility, including all accessories, fittings etc. (if applicable).
8. All electrical equipments and electrical part(s) of the equipments should be of reputed brands with ISI mark.
9. All equipment shall be pre-plumbing tested for electrical insulation and earthing.(if applicable).
10. **LPG:** The contractor shall only use commercial LPG as cooking fuel. Use of electricity as fuel or polluting fuels like wood, other fossil fuels etc. shall be deemed to be a lapse in the services being provided by the contractor and shall be liable for deduction of liquidated damages and other remedies available to the Dental College under the contract. The ovens and cylinders have to be procured by the successful bidder at their own cost. However, at the end of the contract period, the contractor will be at liberty to take possession of the ovens, cylinders and other materials procured by him/her at his own cost.
11. The contractor shall not use the site/ premises, utilities, utensils, equipments etc. allotted to him/her by the health facility for performance of this contract for any other purpose like storage of materials for other contracts, sub-leasing of his allotted premises, allowing housing for staff/non staff etc.
12. **Cooking Gas for cooking;** purpose will be procured by the successful Contractor him/herself without any responsibility of the Dental College Authorities. Commercial gas cylinders will be used for cooking purpose in the canteen. **Use of Electricity for cooking purpose will not be allowed. Other Utensils etc.** insufficient quantity as needed for food preparation and serving

services, which are required extra, will also be procured by the successful Contractor or him/herself;

13. **Maintenance of Kitchen** of Dental College a d dition, alternation or modification in the existing kitchen Premises, if any, is not permissible without prior approval of the college authority.
 - i. The contractor will not have any ownership rights on the kitchen premises.
 - ii. The contractor shall neither sublet any portion of the premises of kitchen of hospital, if any, in any form for any purpose to anyone else nor shall transfer its rights to any other person(s). If found, action will be taken as deemed fit including forfeiting of the Security Deposit and termination of the Contract.
14. He/she is advised to maintain the highest quality & nutritive value at the approved rates in the interest of the visitors.
15. The **contractor shall bear all the expenses** for preparation of the food and the concerned college administration shall not in any manner be liable to reimburse the expenses so incurred by the contractor.
16. All work shall be carried out with due regard to the convenience of the Dental College Authorities. The orders of the concerned College authority shall be strictly observed.
17. The contractor may be directed at any time by the Dental College Administration in the interest of the visitors and the contractor shall be bound to obey the orders or directions given in this regard.
18. **If the Dental College Authorities is not satisfied** with the quality of cooked food/eatables served, services provided or behaviour of the contractor or his/her staff, the **Contractor will be served with 24hour notice to improve the quality or rectify the defect(s)**, failing which the concerned Dental College Authorities will be at liberty to take appropriate necessary action as deem fit under the provisions of terms & conditions of this tender form including imposition f penalty.
19. The Contractor shall himself arrange for Emergency lighting in the kitchen, if any, at his own cost; **For any dispute regarding quality & service**, the decision of the concerned Dental College Authorities shall be final and binding on the contractor.
20. The kitchen, if any, should not be used as a manufacturing place for any shops or any other parties etc. Kitchen premises should not be used for any other activity except for the purpose for which it has been provided for.
21. The Contractor shall be responsible for the proper maintenance of the kitchen space and other infrastructure if any provided to him. The responsibility for any damage due to breakage, theft or fire will be that of the contractor. Care must be taken to ensure that while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the College are damaged. Any damage to College property/ fixtures will have to be rectified/ repaired/ replaced by the Contractor failing which the same will be got done by the concerned Dental College Authorities from the amount of the Performance Security deposit of the contractor under proper intimation to him. Storage of inventory will be at the personnel risk of contractor. Any loss of inventory due to theft, fire etc. College management won't be responsible.
22. The contractor shall keep the kitchen/restaurant premises and its surrounding areas neat and clean with up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen shall, floor, counter, benches, tables, chairs, service trolley, utensils etc. He/she will have to maintain good standard of service and clean environment of a high level for ensuring the cleanliness and hygienic condition soft he kitchen and surrounding premises. Pest control as per food industry practices has to be carried out and pests /animals are to be avoided in the premises. Kitchen cleaning, pest controls schedule needs to bed is played indicating date last carried out, due date etc.


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& HOSPITAL SHIMLA

23. He/she will arrange soap, towel etc. at the wash basin at his own cost.
24. The contractor will not sublet the canteen in any manner and should be available and present in the college premises.
25. Disposal of waste material shall be done by the contractor in accordance with the prevalent rules and regulations himself at his own cost. If any, waste material water pipes chocking /over flow the contactor should repair himself this/her own cost.
26. The contractor of the Dental College Canteen shall not allow smoking or drinking in the kitchen by any officer, official of the Health Department, visitor and patient or attendant otherwise strict action shall be taken against the contractor including the imposition of penalty. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly prohibited inside or outside the Canteen premises or College campus. On any breach of such restrictions by the Contractor or his/her staff will at Contractor rent action against the Contractor as per statutory norms/prevalent Laws. In case of complaints and subsequently on having found these complaints correct after verification by the committee, a notice will be served to the contractor. In case one notice is served and there is no improvement even after the expiry of notice period, Dental College Authorities may stop the contract or to supply the food /eatables in the hospital canteen no more and will make some alternate arrangement immediately. Contract may be terminated. In case any food sample is taken by **Food Safety Officer (FSO)** and that sample fails or declared as not of standard quality, the entire responsibility will be of the contractor and action will be initiated against him/her as per the law. The contractor has to display the price list unpacked items/ cooked items prepared and served by him in the canteen.
27. The approved contractor shall have to provide room service to college complex during duty hours for serving tea/refreshment etc. against payment from the employees of the Dental College Shimla.
28. **THE QUALITY OF FOOD/EATABLES:-**
 - i) All food materials should be fresh and of the specified size and quantity as decided by the administration.
 - ii) All raw food materials supplied by contractor should be thoroughly cleaned in hot clean water prior to cooking. All vegetables are to be washed prior to dicing. Although the use of spices should be the bare minimum, care should also be taken to ensure that the cooked food is palatable and easily digestible.
 - iii) The approved contractor has to maintain the quality of the eatables and food samples shall be sent to the "**District Health Officer**", Shimla for investigation/checking the quality of food being served in the canteen at random. All food supplied should conform to all the provisions of **The Food Safety and Standards Act, 2006**, as amended from time to time.
 - iv) The Principal, HP,GDC&H, Shimla or any officer appointed by him shall have right to check quality of food items at any point of time..
29. The person engaged in cooking work will wear a proper uniform provided to them by the contractor i.e. Apron, Mask and Cap during the working hours. Persons having communicable disease should not be permitted to carry out the activity on the said day.
30. ***The worker engaged in canteen should be examined medically and found declared fit by the competent authority. Certificate/undertaking to this effect to be provided.***

13. **EARNEST MONEY DEPOSIT:**

The bidder shall pay the respective amount of Earnest Money Deposit (EMD) **₹50,000/- (Rupees Fifty Thousand only)** along with the Technical Bid in the shape of Fixed Deposit

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HP GOVT. DENTAL COLLEGE

Receipt (FDR) issued by scheduled Bank duly pledged in favour of Principal-cum-Chairman(EC), RKS, H. P. Govt. Dental College & Hospital, Shimla. The FDR should be valid for a period of one year. The FDR must be issued from the bank account of the bidder. Bids received without Tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. Photo copy of EMD will be uploaded with Technical bid. Original EMD will be deposited in the office of Principal before opening of Technical Bid.

14. PERFORMANCE SECURITY :-

- a) The successful bidders have to execute a contract on Indian non-judicial stamp paper of ₹100/-(Rupees one Hundred only) within Fifteen (15) days from the date of award of this tender in his/her favour and also required to furnish the Security Deposit equivalent to two (02) month's rent rate inclusive of GST and water charges approved on the basis of the tender only in the form of Demand Draft (DD) from any Nationalized/Schedule bank in favour of Principal-cum-Chairman(EC), RKS, H. P. Govt. Dental College & Hospital, Shimla only. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within fifteen (15) days after the issue of Letter of Award of Work, his/her bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his/her cost & liability, unless time extension has been granted by Principal-cum-Chairman (EC), RKS, H. P. Govt. Dental College & Hospital, Shimla-171001.
- b) Performance Security should remain valid for a period of 60 (sixty) days from the date of completion of contract to the best of satisfaction of Tender Inviting Authority. If tender is extended performance security shall also be extended.

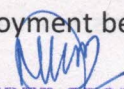
15. ELECTRICITY AND WATER CHARGES:

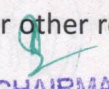
A separate Electricity Meter has already been installed specially for Canteen. The Electricity Bill for the canteen allotted space of the dental College shall be borne by the contractor and paid to the HP,SEBL directly as per actual bill raised by HP Electricity Board excluding canteen rent. The contractor will use the electricity for the lighting, oven, purposes only and use of electricity for cooking or heating purpose in the kitchen is strictly prohibited/banned and in any case of misuse of electricity, the Dental College Authorities will be at liberty to impose any penalty on the contract or as per the terms & conditions of the tender form.

The Water charges@ ₹5,000/-(Rupees Five Thousand Only) per month will be borne by the contractor excluding canteen rent. If at any time it is found that the water is being misused by the contractor or his/her staff, the strict action will be taken by the Dental College Authorities against the contractor including imposition of penalty as may deem fit which if not paid in time shall be deducted from the performance security deposit money of the contractor. **If in due course of time separate meter will be provided/installed for canteen premises the Water Charges shall be paid directly to the concerned Deptt. as per actual bill.**

16. WORK MANAGEMENT:

1. The Contractor shall engage adequate number of trained/semi-trained staff for preparation and supply of food / eatables in the canteen /campus of college and for managing the work during working hours & late hours or on Sundays or Holidays according to the requirement of College. But in such a case he shall be fully responsible for their wages conduct, behaviour Security, Safety employment benefits etc. as per Contract Labour Act or other relevant laws.


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The age of the staff provided by the contractor in the kitchen should be between **18 to 65 years**. If employed, all the workers appointed in kitchen will have to be medically examined by the contractor initially at the time of appointment and at the interval of every 06(six) months. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. Therefore, only medically fit personnel shall be allowed to work in the kitchen. **The background of the staff employed in kitchen shall have to be got verified by the contractor immediately from the Police Department.**

2. Every staff so appointed by the contractor shall wear the Uniform according to seasons i.e. summer uniform in summer and winter uniform in winter season and a badge bearing his name and designation, while on duty. The said uniform and badge or name plate shall be provided by the contractor at his/her own cost. The uniform and shoes worn by the staff should always be neat and clean and well maintained. The Contractor shall ensure proper discipline among his/her workers, if any appointed and shall further ensure that they do not indulge in any unlawful activity.
3. **The workers, if any, must refrain from smoking in the College premises.** All staff workers should have courteous and helpful nature while giving services in the kitchen to the officers, attendants and visitors. They should take proper care of their instruments, and promote safety by reporting any dangerous situations observed by them if any from time to time. If any personnel engaged by the contractor are found indulged or indulging in illegal and intolerable activities, he/she shall be handed over to the police by lodging an FIR in the matter immediately and any other administrative action as deem fit shall also be taken including action against the contractor including termination of the contract with immediate effect.
4. The Contractor shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision of the services at all times so that the works are to the entire satisfaction of the Institute. The workers, if any are employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with the Dental College Authorities and the Departments shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the Dental College Authorities for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts.
5. The Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to Institute's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. The Dental College Authorities or any authority associated to it, will not be responsible for any injury or loss of life of personnel, if any, employed by the contractor, which may take place in course of their employment. If it is found that the conduct or efficiency of any person or staff member employed by the Contractor is not satisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of the intimation given by the Dental College Authorities. The Dental College Authorities shall have the right to ask the contractor for the removal of any worker or staff member of the contractor whose services are not found satisfactory or who is not found to be competent in the discharge of his/her duty. The decision of the Dental College Administration in this regard will be binding on the Contractor.
6. **If any workers are appointed in the Canteen by the contractor, then** the Contractor shall him/herself be responsible for timely payment of wages to his/her workers. It shall be the

responsibility of the contractor to pay minimum wages revised from time to time by the Govt. of Himachal Pradesh as per minimum Wages Act to the labourers, workers or servants employed by him in the kitchen and to fulfil all other statutory obligations, such as, Employees Provident Fund, ESI, Leave etc. in force from time to time. The Contractor shall also abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition) Act 1970, EPF & MP Act 1952 and any other law if applicable in regard to the labour engaged by him/her for works. The contractor shall be himself/herself responsible for his /her registration under the Contract Labour Act, EPF Act, etc. if required under the provisions of any Act/law of Govt. In the case of strike or agitation by any or all of his/her workers or staff members, the contractor shall be responsible to make alternate arrangement for providing the said services. The contractor or his/her authorized representative shall always work under overall supervision and direction of the concerned Dental College Authorities.

7. **Employment of child labour is strictly prohibited** under the laws. Therefore, the Contractor will not employ any child for food preparation & services in the kitchen/hospital or elsewhere.
8. **Only eatable items will be sold in the canteen.**
9. All the terms and conditions mentioned in the tender form shall be considered as a part of the contract agreement to be executed by the contractor with the tender accepting authority.
10. The contractor shall not use the name of the concerned College in the business dealings with other persons or traders with whom he/she may have business relations for procuring various articles for the kitchen.
11. The Dental College Administration shall not be responsible for the liabilities of contractor if any whatsoever incurred by the contractor for running and maintaining of the kitchen or canteen services.
12. **The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time** with regard to the environment around cooking place and surrounding etc.
13. **In the event of violation of any contractual or statutory obligations by the Contractor,** he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the hospital by any individual, agency or Government authority due to acts of the Contractor, the Contractor shall be liable to make good and compensate such claims for damages to the Institute. As a result of the acts of the Contractor, if the hospital is required to pay any damages to any individual, agency or Government authority, the Contractor would be required to reimburse such amount to the concerned Dental College Administration otherwise the concerned Administration reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Security Deposit of the Contractor lying with the tender accepting authority. **The Contractor shall not appoint any sub-contractor to carry out his duties/obligations** under this contract agreement.
14. Any dues against the customers will be at the risk of the contractor and the Government/Hospital authorities will not be responsible in any case.
15. The contractor will have to present himself before the Dental College authorities as and when required for instructions & guidelines etc.

17. **PENALTY:**

A penalty of ₹100/- (Rupees one Hundred) to ₹500/- (Rupees Five Hundred Only) depending upon case to case basis, on each occasion, may be imposed on the contractor by the Dental

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HP GOVT DENTAL COLLEGE

College Authorities for any breach of terms & conditions of this tender or agreement of contract, rent if not paid by the contractor well in time will be deducted from the performance security deposit amount of the contractor. Nonpayment of rent in time may also render tenderer liable for cancelation of agreement. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly prohibited inside or outside the canteen premises or College campus. On any breach of such restrictions by the Contractor or his staff will attract deterrent action against the Contractor as per statutory norms/prevalent Laws.

18. PAYMENT OF RENT:-

The approved rent will be paid by the contractor on monthly basis, in advance by 10th (tenth) of every month. Payment may be received through RTGS/NEFT or through Cheques issued in favour of Principal-cum-Chairman (EC), RKS, HP, GDC&H, Shimla. Any breach may attract the provision of forfeiture of part or full amount of Performance Security. **If payment is delayed beyond 10th (Tenth), 0.1% (Zero point one per cent) per day shall be recovered for the period of delayed. If the outstanding amount exceeds the performance security the contract shall be terminated.**

19. EXPIRY OR TERMINATION OF THE CONTRACT:-

1. The Principal-cum-Chairman (EC), RKS, H.P, Govt. Dental College & Hospital, Shimla on the report /recommendation of a Canteen Committee duly constituted for the purpose or the Administration of the College, reserves the right to terminate the contract at any time without assigning any reason thereof and without giving any further notice to the contractor.
2. The contractor will vacate the kitchen & Canteen premises and handover the possession of the premises on the termination or expiry of this contract. If the contract is terminated due to any reason under the orders of the Department, as per HP Govt. conditions then contractor will have to vacate the kitchen premises within 24hours after receiving the notice thereof. If contractor fails to vacate the kitchen premises on stipulated date & time as per the given directions then damage charges for the over stay at the rate of ₹1,000/- (**Rupees One Thousand**) per day will be recovered from the performance security deposit money apart from agreed monthly rent. If, security deposit is insufficient to recover damage charges then the same will be recovered through the court of law.
3. If the Contract is terminated by the Contractor at its own discretion or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the tender accepting authority/concerned Dental College Authorities, the Security Deposit will be forfeited without prejudice to the Department's or College Management's right to proceed further against the contractor for any additional damages that the Institute suffers as a result of breach of the aforesaid terms and conditions.
4. If the service provider wants to discontinue the service, he/she will have to give at least 03 (three) month notice in advance and he/she will not discontinue the services abruptly. If required, even after the expiry of contract period the service provider will have to continue services till finalization of new tender at the same terms and conditions.
5. The Tender inviting authority reserves the right to accept or reject the tenders or cancel the tender without assigning any reason.

20. SIGNING OF CONTRACT

The contractor/ service providers with whom the rates are finalized shall have to execute an agreement with the Principal-cum-Chairman (EC), RKS, H.P. Govt. Dental College &

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HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA

CHAIRMAN (EC)
ROGI KALYAN SAMITI,
HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA

Hospital, Shimla on ₹100/- (Rupees One Hundred only) Judicial paper within 15(fifteen) days award of contract till then premises will not be handed over for the same.

21. ARBITRATION

Disputes, if any, shall be subjected to the sole arbitration of the Dental College Canteen Committee constituted and the decision taken thereby shall be final and binding on both the parties.

22. JURISDICTION

The courts at Shimla will have the jurisdiction for trial of any matter, dispute or reference between the parties arising out of the contract. It is specifically provided that no court outside and other than Courts at Municipal limits of Shimla Town, Shimla H.P only shall have jurisdiction in the matter.

23. FORCE MAJEURE

Any failure of omission or commission to carry out the provisions of the contract by the contractor shall not give rise to any claim by either of the party to contract, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the contractor's own control including war (Whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

24. TERMINATION FOR DEFAULT

The H.P. Govt. Dental College & Hospital, Shimla may without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part;

- i) If the contractor fails to comply with the provisions of the contract or breaches any other conditions as specified in the contract OR
- ii) If the contractor fails to perform any other obligation(s) under the contract.

25. TERMINATION FOR INSOLVENCY

The Dental College Canteen Committee may suggest at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupts or otherwise insolvent (which shall be a breach of the contract on the part of the contractor), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter.

26. TERMINATION FOR CONVENIENCE

The H.P. Govt. Dental College & Hospital, Shimla may by written notice sent to the Contractor terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the HP,GDC&H, Shimla convenience.

I, hereby certify that I, have read carefully all the terms & conditions of the Tender document and agree to comply with all of them in case of acceptance & approval of my/our tender for providing canteen service at H.P. Govt. Dental College & Hospital, Shimla.


 SECRETARY (EC)
 ROGI KALYAN SAMITI,
 HP GOVT. DENTAL COLLEGE
 & HOSPITAL SHIMLA

(Signature of Tenderer)
 Name & Designation (with seal)

 CHAIRMAN (EC)
 ROGI KALYAN SAMITI,
 HP GOVT. DENTAL COLLEGE
 & HOSPITAL SHIMLA

(ANNEXURE-1)**TENDER FOR PROVIDING CANTEEN SERVICES TO H.P. GOVT. DENTAL COLLEGE AND HOSPITAL, SHIMLA-171001**

(Please give full information in writing wherever necessary or applicable in the Columns and also mention page number of the enclosures where applicable)

Affix duly self
Attested
Passport size
Recent
Photograph

1.	Name & Address of tenderer/Firm/Agency and Mobile No.	
2.(a)	Name, Designation, Address and Mobile No. of Authorized person of Firm/Agency to deal with the tender (if any & Applicable)	
(b)	Whether attested copy of the valid authorization letter attached or not.	YES/NO/Not Applicable:
3.	Permanent Account Number (PAN) issued by Income Tax Department .	
4.	Goods and Service Tax (GST) registration certificate	
5.	Valid License/registration under the Prevention of Food Adulteration Act,1954/valid license/ registration under FSSAI Act,2006 with Validity Period in the name of the tenderer/firm.	
6.	Cost of Tender document ₹1,000/- (Rupees One Thousand only)	DD No: _____ Date: _____
7.	Details of Earnest Money deposited ₹50,000/- (Fifty Thousand only)	FDR No: _____ Date: _____ Validity period: _____
8.	Other information, if any	

Declaration by the contractor:-

This is to certify that I/We _____ **before signing this tender have read carefully and fully understood all the terms and conditions and instructions contained herein and undertake myself/ourselves abide by the said terms and conditions.**

(Signature of Tenderer)

Dated: _____

Place : _____

Name: _____

Designation: _____

Address: _____

Phone No. (O): _____

Phone No.(Mobile) _____

E-mail address: _____


MEMBER/SECRETARY (GC)
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HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA


CHAIRMAN (EC)
ROGI KALYAN SAMITI,
HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA

(ANNEXURE-2)

FORMATFORPROVIDING UNDERTAKING

(To be submitted on judicial stamp paper of ₹20/- should be attested by Notary Public of the area)

To

The Principal-cum-Chairman (EC),
RKS, H.P. Govt. Dental College
And Hospital, Shimla-171001.

I, the undersigned, hereby certify that I, have gone through all the terms and conditions mentioned in the tender document for running canteen of H.P. Govt. Dental College & Hospital, Shimla and I, undertake to comply with them:-

I, the undersigned, hereby solemnly declare and undertake as under:-

1. That the Price Bid amount quoted by me in the Tender is valid and binding upon me for the entire period of the contract.
2. That I, bind myself to the Principal-cum-Chairman (EC), RKS, H.P. Govt. Dental College & Hospital, Shimla for providing the canteen services at Govt. Dental College & Hospital, Shimla, HP for the entire period of the contract.
3. That the Performance Security money deposited by me shall remain in the custody of the Principal-cum-Chairman (EC), RKS, H.P. Govt. Dental College & Hospital, Shimla at till the expiry of the contract agreement.
4. That the conditions herein contained and contained in the tender form shall form part of and shall be taken as included in the contract agreement itself.
5. That I, will be wholly responsible for providing satisfactory canteen services at H.P. Govt. Dental College & Hospital, Shimla as per the terms & conditions mentioned in the tender document.
6. That in case any workers are employed by me in the kitchen or elsewhere for preparation & providing of food/ eatables, I, shall be responsible to provide all benefits as applicable under the rules and Laws such as Minimum wages to the workers, E.P.F. Bonus, ESI, and Leave etc. to the eligible employees employed by me.
7. That damage to the College property if any, due to lapse on my part or on the part of my staff may be recovered from me or my performance security deposit.
8. That lapse if any occur on my part or on the part of my staff while discharging the duties for providing services, the Principal-cum-Chairman (EC), RKS, H.P. Govt. Dental College & Hospital, Shimla may cancel my contract and award the work to another agency and the loss or the cost difference may be recovered from me and can forfeit the performance security deposit money also. Complete detailed of duly verified of performance security.
9. That the decision of the Dental College Administration will be binding upon me in any matter.
10. I, will never terminate the contract without 03 (three) month prior notice.

Date: _____

Place: _____

Signature of the contractor with Stamp: _____

Full Name & Address with designation: _____

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HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA

CHAIRMAN (EC)
ROGI KALYAN SAMITI,
HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA

(ANNEXURE-3)**TENDER FOR PROVIDING CANTTEN SERVICE IN H.P. GOVT. DENTAL COLLEGE & HOSPITAL, SHIMLA**
FORM OF CONTRACT AGREEMENT

(To be signed on an on-judicial stamp paper of ₹100/- (Rupees One Hundred))

This contract agreement is made on the _____ day _____ 202__ between the Principal-cum-Chairman (EC), RKS, H.P. Govt. Dental College & Hospital, Shimla hereinafter called the Employer on the one part and _____ (Name & Address of contractor) herein after called "the Contractor" on the other part, under which the contractor shall provide canteen services to the Faculty, Staff, Students, Attendants and visitors in the Canteen of H.P. Govt. Dental College & Hospital, Shimla as per the terms and conditions of the tender and this contract agreement during the entire period of contract from w.e.f. _____ to _____

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract herein after referred to.
2. The followings documents shall be deemed to be read thoroughly and form a part of this Agreement, viz:
 - (a) Letter of acceptance for award of contract
 - (b) Terms and Conditions of the Tender Form
 - (c) Notice Inviting Tender
 - (d) Price Bid of Tender.
 - (e) Addendums, if any
 - (f) Any other documents forming part of the contract.
3. The contractor hereby agrees to provide canteen services with related approved items to the staff, students, attendants, patients, visitors in the campus of H.P. Govt. Dental College & Hospital, Shimla, Distt.....HP during the period of contract as per terms & conditions of tender document.
4. The contractor hereby also agrees to pay the employer/Government in consideration of the damage or loss or penalty of any kind, the amount as per the terms & conditions of the tender form or as per the decision of the concerned Dental College Administration.
5. The Employer hereby agrees to hand over the premises of canteen of concerned hospital to the contractor (only if exists as per tender form) for the period of contract for providing the canteen services as per the terms & conditions of the tender form.

Principal-cum-Chairman (EC), RKS,
H.P. Govt. Dental College & Hospital,
Shimla-171001


MEMBER SECRETARY (GC)
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HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA


CHAIRMAN (EC)
ROGI KALYAN SAMITI,
HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA

SIGNED, SEALAND DELIVERED	
By the said	By the said
Name	Name
On behalf of the Contractor in the presence of the	On behalf of the Contractor in the presence of the
Witnesses	Witnesses

1. SIGNATURE:
NAME:
DATE
DESIGNATION:
TELEPHONE NO:

1. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO:

2. SIGNATURE:
NAME:
DATE
DESIGNATION:
TELEPHONE NO:

2. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO:

Note:

- + To be made out by the employer at the time of finalization of the form of agreement.
- ++ Name of the hospital to be filled for which the tender has been accepted.
- ** Blanks to be filled by the employer at the time of finalization of the form of agreement.

Date: _____

Signature of the contractor with Stamp: _____

Place: _____

Full Name & Address with designation: _____



MEMBER SECRETARY (EC)
ROGI KALYAN SAMITI,
HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA



CHAIRMAN (EC)
ROGI KALYAN SAMITI,
HP GOVT. DENTAL COLLEGE
& HOSPITAL SHIMLA

(ANNEXURE-4)

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH PRE-QUALIFICATION BID OF TENDER

Sl. No.	Particulars of documents attached	Page No.
1.	Scanned copy of Tender fee in the form of Demand Draft (DD) form any of the Nationalized or Commercial Bank pledged in favour of the Tender Inviting Authority,	
2.	Scanned copy of Earnest Money Deposit(EMD) in the form of FDR f form any of the Nationalized or Commercial Bank pledged in favour of the Tender Inviting Authority,	
3.	Tender document (with Annexure) duly filled in, where applicable and with signatures of the bidder or his/her authorized signatory on each page of the Tender Document in acceptance of the terms and conditions contained in the Tender Document.	
4.	Scanned copy of passport size photograph, showing name of the tenderer/authorized signatory on the Form Annexure-1 to be uploaded/submitted.	
5.	Goods and Service Tax (GST) registration certificate to be uploaded/submitted.	
6.	IT returns of last three years i.e. 2021-22 to 2023-24 showing zero liability of Income Tax to be uploaded/submitted.	
7.	Scanned copy of PAN (Permanent Account Number) of the tenderer /firm issued by the Income Tax Department to be uploaded/submitted. In case of a partnership firm, the PAN should be in the name of the firm or individual applying for tender only.	
8.	Copies of Annual Turnover Certificate of concerned/similar work (i.e. running of Canteen /mess/catering service) duly issued by Chartered Accountant showing annual turnover for the preceding 03(three) years which should not be less than ₹5.00 Lakh (Five Lakh) . Please don't attach any balance sheet or other documents.	
9.	Proof of having minimum preceding 03(Three) years experience in running the canteen /mess/ catering services in Govt. Departments such as Hospitals/ Institutions/Colleges/ Universities/Restaurants.(Certificate issued by competent authority, indicating period to be uploaded/submitted.)	
10.	Scanned copy of the valid Authorization Letter given by the Directors/owner of the firm/agency in favour of the authorized signatory to be uploaded/submitted copy of Power of Attorney in case of a partnership firm to be uploaded. (Not required in case of individuals).	
11.	Scanned copy of the valid License/registration under the Prevention of Food Adulteration Act,1954/valid license/ registration under FSSAI Act,2006 in the name of the tenderer/firm to be uploaded.	
12.	An undertaking as per Annexure-2 to be submitted/uploaded duly signed by the tenderer/Bidder on a judicial stamp paper of ₹20/- (Rupees Twenty only) which should be duly attested by the Notary Public of the area given by the tenderer stating that: i) I, or my firm has not been convicted in any case related to running of canteen or in any other case/tender by any departments. ii) That no tax liability is pending against the tenderer or the firm to the Income Tax Department or any other Department of the State Government or Government of India. iii) That I, or my firm has not been blacklisted or banned by the Government of HP, any state Govt. or Govt. of India from running of canteen or from participation in the tender so for running of canteen anywhere.	

Date: _____

Signature of the contractor with Stamp: _____

Place: _____

Full Name & Address with designation: _____


 MEMBER SECRETARY (GC)
 ROGI KALYAN SAMITI,
 HP GOVT. DENTAL COLLEGE
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 HP GOVT. DENTAL COLLEGE
 & HOSPITAL SHIMLA

(ANNEXURE-5)

LIST OF EATABLE ITEMS TO BE SOLD IN THE CANTEEN AT H.P. GOVT. DENTAL COLLEGE & HOSPITAL AS PER RATES APPROVED BY THE CANTEEN COMMITTEE OF DENTAL COLLEGE.

Sr. No	Name of eatable items	Rate (₹) approved	Rate quoted by the bidder
1.	Tea per Cup-150ml containing -50ml full milk (disposable glass)	₹ 10/-	
2.	Coffee cup containing -50ml full fat milk (disposable glass)	₹ 15/-	
3.	Milk boiled-200ml with sugar (full fat)	₹ 20/-	
4.	One Egg boiled	₹ 10/-	
5.	Two Egg bhurjee (used refined oil).	₹ 30/-	
6.	Two Egg Omelate with two bread slice	₹ 35/-	
7.	Samosa veg. (weight not less than-150gm) oil used refined, stuffing potato or seasonal veg.	₹ 15/-	
8.	Gulab Jamun per piece (not less than 50gm)	₹ 15/-	
9.	Rasgula per piece (not less than 50gm)	₹ 15/-	
10.	Butter toast (20 slice with Amul butter 20mg.)	₹ 20/-	
11.	Channa Bhatura/ Puri per plate (consisting of 02 Bhatura-30gm) and channa (50gm with liquid).	₹ 50/-	
12.	Dosa plain	₹ 35/-	
13.	Dosa Masala with Samber-150ml	₹ 50/-	
14.	Soft Drinks & Mineral water	As per MRP	
15.	Lassi-200ml	As per MRP	
16.	Fruit juice-(250ml)	As per MRP	
17.	Two Vadda-30gm and Sambhar-150ml	₹ 30/-	
18.	Pakoda with chattni (per-50gm) seasonable vegetable used.	₹ 20/-	
19.	Bread Pakora (Single)	₹ 10/-	
20.	Bread Pakora (Double)	₹ 20/-	
21.	Veg. Sandwich –Grilled per piece	₹ 30/-	
22.	Veg .Sandwich-Plain per piece	₹ 20/-	
23.	Veg. Burger	₹ 25/-	
24.	Patty Medium contained seasonal vegetable.	₹ 25/-	
25.	BREAKFAST: 1. Prontha Plain (Single) with curd/butter 2. Prontha stuffed with curd/butter	₹ 20/- ₹ 30/-	
26.	Chawal Kari/Rajmaha/Channa (Full Plate)	₹ 60/-	
27.	Chawal Kari/Rajmaha/Channa (Half Plate)	₹ 30/-	
28.	Lunch/Dinner: full diet, thali in domestic catori (containing one catori dal, sabzi ,dhai/raita, one catori veg seasonal, 04 chapattis, salad and 100gm boiled Rice).	₹ 70/-	
29.	Special Lunch/Dinner: full diet, thali in domestic catori (containing one catori dal, paneer, dhai/raita, one catori veg. seasonal, 04 butter chapattis, sweet dish, salad and 100gm boiled Rice).	₹ 100/-	
30.	Half diet (containing one catori dal, one catori veg. seasonal, 02chapattis and 100gm boiled Rice).	₹ 40/-	
31.	Plain Chapatti -Per piece	₹ 05/-	
32.	Plain Rice- per plate	₹ 20/-	

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33.	Dal- per plate	₹ 20/-	
34.	Sabzi- per Bowl	₹ 20/-	
35.	Dahi- 200gm (per plate)	₹ 20/-	
36.	Bread per slice	₹ 05/-	
37.	Dahi Packet	As per MRP	
38.	Biscuit /Chocolate /Chips/Namkeen etc.	As per MRP	
39.	Veg. Soup per Bowl	₹ 25/-	
40.	Veg. Pulao	₹ 35/-	
41.	Chowmin per plate	₹ 60/-	
42.	Veg. Momo full plate (08 pieces)	₹ 50/-	
43.	Veg. Momo half plate (04 pieces)	₹ 30/-	
44.	Dalia (One Bowl)	₹ 30/-	
45.	Khichari (One Bowl)	₹ 30/-	
46.	Kheer (One Bowl)	₹ 30/-	
47.	Bread Bun- per piece	₹ 10/-	

Note: All packed product will be sold as per printed MRP.

Date: _____

Signature of the contractor with Stamp: _____

Place: _____

Full Name & Address with designation: _____


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